

**BRIDGE AGREEMENT**  
**Between Akal Security, Inc. and the**  
**United States Court Security Officers**  
**Concerning the Northern District of California**

This Bridge Agreement is made by and between Akal Security, Inc. ("Company") and the United States Court Security Officers ("USCSOs"), effective on the signature of both parties.

Whereas, on September 5, 2008, in case number 20-RC-18198, the National Labor Relations Board certified the United States Court Security Officers ("USCSO") as the bargaining unit representative of the Company's employees working as Court Security Officers in the Northern District of California; and

Whereas, prior to the USCSO certification, the subject employees were represented by the Service Employees International Union ("SEIU"); and

Whereas, on August 22, 2008, the Company made a collective bargaining agreement ("CBA") with SEIU which terminates by its terms on September 30, 2011; and

Whereas, the Company does not now have a CBA with the USCSO; and

Whereas, the Company and the USCSO wish to establish the wages, fringe benefits, terms and conditions of employment that will prevail for those employees of the Company for its employees working as Court Security Officers in the Northern District of California;

Now, therefore, the Company and the USCSO agree to adopt the SEIU CBA with the following changes:

1. References to the Service Employees International Union, "SEIU" or the "Union" shall refer to USCSO.
2. The Company will make the appropriate Union dues deduction from employees' paychecks and forward such deductions to USCSO.
3. This Bridge Agreement will be effective through September 30, 2009. Prior to the termination of this Bridge Agreement, the parties will begin negotiations for a new CBA or upon mutual agreement, may opt to extend this Bridge Agreement.
4. This Bridge Agreement constitutes the sole and entire existing Agreement between the parties. This Bridge Agreement completely and correctly expresses all of the rights, obligations, and restrictions retained by or imposed upon the parties to this Bridge Agreement.

Any supplements, amendments, or modifications to this Bridge Agreement that are mutually agreed upon must be reduced to writing and signed by both parties.

AGREED:

*Akal Security, Inc.*



Sean J. Engelin  
Director, Labor Relations

Date: 12/22/08

AGREED:

*United States Court Security Officers*



Daniel Hauschild  
President

Date: 12/18/08

# AGREEMENT

BETWEEN

***Local 24/7***



AND

**AKAL SECURITY, INC.**

*Effective August 1, 2008 through September 30, 2011*

**TABLE OF CONTENTS**

	<b>Page No.</b>
<b>PREAMBLE</b> .....	<b>1</b>
<b>ARTICLE 1 - GENERAL PROVISIONS</b> .....	<b>2</b>
<b>ARTICLE 2 - SENIORITY</b> .....	<b>5</b>
<b>ARTICLE 3 - JOB OPPORTUNITIES</b> .....	<b>7</b>
<b>ARTICLE 4 - MANAGEMENT RIGHTS</b> .....	<b>9</b>
<b>ARTICLE 5 - GRIEVANCE PROCEDURE</b> .....	<b>10</b>
<b>ARTICLE 6 - DISCIPLINE</b> .....	<b>12</b>
<b>ARTICLE 7 - HOURS OF WORK AND OVERTIME</b> .....	<b>13</b>
<b>ARTICLE 8 - WORK SHIFTS AND PAYMENT POLICIES</b> .....	<b>14</b>
<b>ARTICLE 9 - HOLIDAYS</b> .....	<b>15</b>
<b>ARTICLE 10 - VACATIONS</b> .....	<b>16</b>
<b>ARTICLE 11 - LEAVE OF ABSENCE</b> .....	<b>18</b>
<b>ARTICLE 12 - HEALTH, WELFARE AND UNIFORM ALLOWANCE</b> .....	<b>21</b>
<b>ARTICLE 13 - MISCELLANEOUS PROVISIONS</b> .....	<b>22</b>
<b>ARTICLE 14 - 401 (K) PLAN</b> .....	<b>23</b>
<b>ARTICLE 15 - SAFETY</b> .....	<b>23</b>
<b>ARTICLE 16 - CONTINUITY OF OPERATIONS</b> .....	<b>24</b>
<b>ARTICLE 17 - SEPARABILITY OF CONTRACT</b> .....	<b>24</b>
<b>ARTICLE 18 - SERVICE CONTRACT PROCEDURES AND OBLIGATIONS</b> .....	<b>24</b>
<b>ARTICLE 19 - ENTIRE AGREEMENT</b> .....	<b>25</b>
<b>ARTICLE 20 - DURATION</b> .....	<b>26</b>
<b>EXHIBIT 1</b> .....	<b>28</b>

**PREAMBLE**

This Agreement is made and entered into on August 25, 2008, by and between AKAL SECURITY, INCORPORATED, a New Mexico corporation, hereinafter referred to as the "Employer" or "Company" and the Service Employees International Union Local 24/7, hereinafter referred to as the "Union". All provisions of this contract shall be in effect upon ratification.

**ARTICLE 1  
GENERAL PROVISIONS**

**SECTION 1.1. RECOGNITION-BARGAINING UNIT**

- A. The Employer hereby recognizes the Union as the sole and exclusive bargaining agent for the purpose of collective bargaining as outlined in this Agreement, with respect to wages, hours, overtime, leaves of absence, uniform allowances, and any and all other conditions of employment for all full-time position and shared position United States Marshals Service (USMS) credentialed Court Security Officers (CSOs), and Lead Court Security officers (LCSOs) assigned to the federal courthouses and other united States Justice Department related office buildings pursuant to the Employer's contract(s) with the USMS for security within the jurisdictional boundaries of the Northern District of California, excluding all managers, supervisors as defined by the NLRB, office and/or clerical Employees, and all other employees of the Employer.
- B. The term "Employee" when used in this Agreement shall refer to the Employees in the bargaining unit described in this Agreement.
- C. This Agreement shall remain binding upon all successors or assigns.

**SECTION 1.2. STEWARD SYSTEM**

- A. The Company agrees to recognize a union steward system.
- B. The Union agrees that the stewards will work at their regular jobs at all times except when they are relieved to attend to all the business of the Grievance Procedure as outlined in this Agreement.
- C. If the Employee requests, the Company will call for a union steward prior to any disciplinary action taken, whether it be written or verbal. The supervisor, at the requests of the Employee, will release the union steward as soon as possible. The Company will not be responsible for paying the union steward for time spent in this regard.

**SECTION 1.3. BARGAINING UNIT WORK BY SUPERVISORS**

Supervisors shall not perform work usually assigned to bargaining unit classifications except:

- (a) While training employees and demonstrating work methods;
- (b) In emergency situations;
- (c) For incidental assistance or deminimis assignments;
- (d) Such assignments are not to be deliberately made for the purpose of reducing the number of employees performing work within bargaining unit classifications.

**SECTION 1.4. UNION SECURITY**

- A. An Employee who is a member of the Union at the time this Agreement becomes effective shall continue membership in the Union for the duration of this Agreement, to the extent of tendering the membership dues uniformly required as a condition of retaining membership in the Union.

B. An Employee who is not a member of this Union at the time that this Agreement becomes effective shall, within ten (10) days after the 30th day following the effective date of this Agreement or date of hire either:

1. Become a member of the Union and remain a member.
2. Pay the Union a service fee. The amount of this service fee shall be equal to that paid by regular Union members to include regular and usual initiation fees. The service fee will not include any assessments, special or otherwise. Such payments shall commence on the 30th day after the date of hire.

(a) Employees who are members of, and adhere to the established and traditional tenets of a bona-fide religion, body, or sect, which has historically held conscientious objections to joining or financially supporting labor organizations, shall, instead of the above, be allowed to make payments in amounts equal to the agency fee required above, to a tax-exempt organization (under Section 501(c)(3) of the IRS Code). The Union shall have the right to charge any Employee exercising this option, the reasonable cost of using the arbitration procedure of this Agreement on the Employee's individual behalf. Further, any Employee who exercises this option, shall twice a year submit to the Union proof that the charitable contributions have been made.

C. Before any termination of employment pursuant to this Section becomes effective, the Employee shall first be given notice in writing by the Union to pay the prescribed initiation fee and/or delinquent dues. If the employee fails to pay the initiation fee and/or delinquent dues, and if such fee and/or dues are tendered within 48 hours after the employee receives this notification from the Company, his/her dismissal under here shall not be required. If termination is administered under this provision, the reason will be given in writing. Termination will not occur if there is an ongoing dispute between the effected Employee and the Union.

1. The obligations set forth in this Article shall only be effective to the extent permitted by controlling law, including, but not limited to, any Executive Orders permitting or restricting Union security rights. If there is a legal challenge to any provision of this Article, the Employer may suspend its obligations under this Article for the duration of the dispute after conferring on the matter with the Union.
2. The Union agrees to save and hold the Employer harmless from any all claims, actions, suits, damages, or costs, including attorney's fees incurred by the Employer, on account of any matter relating to the terms of this Article, including, but not limited to, any claims by any Employee(s) and compliance with the law.

Any abuse of Section 1.4 may result in mandatory payment of back fees, dues and costs may be levied and/or disciplinary action up to, and including, termination.

#### **SECTION 1.5. DUES CHECKOFF**

The Union will furnish the forms to be used for authorization. The Employer agrees to deduct from the payrolls all initiation fees and periodic dues as required by the Union upon presentation by the Union or the employee of individual authorizations as required by law, signed by the employees directing the Employer to make

such deductions from the employee's pay period each month and remit same to Union. The Employer will furnish the Union with a duplicate copy of all signed authorizations, unless another procedure is adopted.

The Company will remit all such deductions to the Financial Secretary/Treasurer within five (5) business days from the date that the deduction was made, via direct deposit, if requested by the union. All costs related to direct deposit will be borne by the Union. The Union agrees to furnish the Company with the current routing number for direct deposit. The Company shall furnish the Financial Secretary/Treasurer with a deduction list, setting forth the name and amount of dues, within seven (7) business days of each remittance.

Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

The Union agrees to hold the Company harmless from any action or actions growing out of these deductions initiated by an employee against the Company, and assumes full responsibility of the funds so deducted, once they are paid over to the Union. Errors made by the Company in the deduction or remittance of monies shall not be considered by the Union as a violation of this provision, providing such errors are unintentional and corrected when brought to the Company's attention.

#### **SECTION 1.6. ORIENTATION**

On a monthly basis, the Employer shall notify the Union of new hires and terminations providing name, Social Security number, and known address and telephone number. The Employer will notify the Union of known changes of address or phone numbers on a monthly basis. In addition, Company will include a Union packet provided by the Union in the customary new employee orientation information package and introduce the Shop Steward to the new employees as possible. Such document or discussion shall not include any matters derogatory to the Company and its customers.

#### **SECTION 1.7. DISPUTES ARISING FROM THIS PROVISION**

If any dispute arises under the provisions of this Title, it shall be determined under the grievance procedure provided for in this Agreement.

#### **SECTION 1.8 LABOR MANAGEMENT MEETINGS**

At least once per year at mutually agreed upon time and location the company and the union agree to meet and discuss issue of import to each party. Either party may initiate this meeting and it may be conducted by phone.

**ARTICLE 2  
SENIORITY**

**SECTION 2.1. SENIORITY DEFINED**

- A. Union Seniority shall be the length of continuous service from the Employee's last date of hire or transfer to this Local Bargaining Unit as a CSO or LCSO for the Employer, and/or any predecessor Employer. Seniority shall not accrue until the Employee has successfully completed the probationary period. Seniority shall be applicable in determining the order of layoff and recall, shift bidding, vacation schedules, extra work, transfers, and other matters as provided for in this Agreement.
- B. For the purposes of shift bidding, vacation schedules and extra work, seniority shall be defined as seniority within the Local Bargaining Unit.
- B. Any Employee permanently transferred out of the designated Union Local Bargaining Unit for any reason shall lose their Local Bargaining Unit seniority.
- C. When a tie in seniority exists, the union and company will meet to decide the manner of final decision.

**SECTION 2.2. SENIORITY LISTS**

The Company will provide the Union with Local Bargaining Unit Employee Seniority Lists that shows site assignments upon written request. An employee's standing on the posted Seniority Lists will be final unless protested in writing to the Company no later than thirty (30) calendar days after the list has been posted. The final decision will be made by mutual agreement.

**SECTION 2.3. PERSONAL DATA**

Employees shall notify the Employer in writing, on the company provided form, of their proper mailing address and telephone number or of any change of name, address, or telephone number. A copy of which will be forwarded to the Union no later than 30 days or as soon as possible. The Company shall be entitled to rely upon the last known address in the Employer's official records.

**SECTION 2.4. TRANSFER OUT OF UNIT**

Any Bargaining Unit Employee who is transferred to a non-bargaining unit position for more than eight (8) weeks shall lose their Union seniority. Further extensions may be granted with concurrence of the union.

**SECTION 2.5. PROBATIONARY EMPLOYEES**

Probationary Employees will be considered probationary for a ninety (90) calendar day period after their hire date. The Union will still represent Probationary Employees for problems concerning wages, hours and working conditions, but the Company reserves the right to decide questions relating to transfers, suspensions, discipline, layoffs, or discharge of Probationary Employees without recourse to the grievance procedure contained in this Agreement. Probationary Employees do not have seniority until the completion of the probationary period, at which time seniority dates back to the date of hire. The ninety (90) day period referred to in this section may be extended if the Company encounters a delay in the USMS performing background checks and granting written authorization on newly hired Employees.

## **SECTION 2.6. TERMINATION OF SENIORITY**

The seniority of an Employee shall be terminated for any of the following reasons:

- a) The Employee quits or retires;
- b) The Employee is discharged;
- c) A settlement with the Employee has been made for total disability, or for any other reason if the settlement waives further employment rights with the Employer;
- d) The Employee is laid off for a continues period of one hundred eighty (180) calendar days;
- e) The U.S. Government revokes the Employee's credentials as a CSO;
- f) The Employee is required by the U.S. Government to be removed from working under the Employer's contract with the U.S. Government pending the revocation of credentials;
- g) The Employee is permanently transferred out of the bargaining unit;
- h) Note: Full seniority will be reinstated should employee be re-credentialed by USMS.

## **ARTICLE 3 JOB OPPORTUNITIES**

### **SECTION 3.1. FILLING VACANCIES**

If vacancy occurs in a regular position covered by this Agreement, and the Employer chooses to fill that vacancy, the job will be posted for a period of five (5) working days (excluding Saturdays, Sundays and holidays). Union will be notified of such openings. When a vacancy occurs in a full-time position, the Employer will fill the position with the senior most Employee who has applied for the position in writing, who has been trained (if required) to fill any necessary special qualifications for the new position. When a vacancy occurs in a shared position, a full-time or shared position Employee may fill it. The filling of vacancies shall not lead to shift bidding. It is intended to fill vacancies only. Newly hired Employees will be assigned to fill the position that becomes open as a result of this procedure.

All CSOs on vacation or leave of absence may submit contact information for possible job openings.

No more than three (3) shift slots maybe filled per vacancy. Company seniority will prevail.

Bumping is not permitted

### **SECTION 3.2 SHARED POSITION EMPLOYEES**

The Company is obligated under its contract with the USMS, to fill a designated number of shared positions in order to provide full staffing level coverage, increase security levels as needed and avoid unnecessary overtime. A shared position Employee may be scheduled to work more than a part time schedule, as necessary, at the Company's discretion. Failure to report to work when so scheduled or called to work may result in disciplinary action, if proper notice had been given. All shared position Employees will be required to sign the "Shared Employee Agreement", Exhibit "A".

## **SECTION 3.4 LAYOFF AND RECALL**

. When full-time or shared positions are being reduced, probationary Employees will be laid off first. Should it be necessary to further reduce the work force, Employees will be retained on the basis of seniority. Recall of Employees will be accomplished by recalling the last laid off Employee first, and so on. This provision applies district wide and is not site specific.

## **SECTION 3.5 TEMPORARY ASSIGNMENTS**

- A) In the interest of maintaining continuous operations, the Employer may temporarily assign an Employee to a vacant or new position until the job is filled in accordance with Articles 2 and 3, or assign an Employee to a position that is part of a temporary security assignment directed by the USMS, including temporarily assigning an Employee to a work site within or outside of the area defined by this Agreement. To the extent feasible, the assignment shall be a voluntary selection based on seniority and qualifications. In the absence of volunteers, assignments shall be made on a reverse seniority and qualifications basis. Employees so assigned will receive their hourly wage and benefits.
- B) Due to the changing work environment, all Employees agree to be subject to assignment anywhere within the district on an as-needed basis and will be compensated at the normal GSA rate for all travel in excess of their normal daily travel distance or when the total travel distance one way is more than 50 miles.
- C) CSO's acting in capacity of a range master shall be compensated at a Lead CSO pay rate per day.

## **SECTION 3.6 APPOINTMENT OF LEAD CSOs**

The U.S. Government in its contract with the Company creates specific guidelines for the job duties and qualifications of Lead CSOs. Based on these guidelines, all appointments of Lead CSOs will be made on the basis of suitability as evaluated by the Company. Suitability shall include an Employee's skills, experience, past performance, capabilities, and the needs of the operation. If, in the Employer's determination, Employees are equally qualified, seniority will prevail.

# **ARTICLE 4 MANAGEMENT RIGHTS**

## **SECTION 4 MANAGEMENT RETAINED RIGHTS**

### **SECTION 4.1**

Management of the business and direction of the security force are exclusively the right of the management where not modified by this Agreement. These rights include the right to:

- A) Hire;
- B) Schedule and Assign work;
- C) Promote, Demote;

- D) Discharge, discipline, or suspend based on Article 6;
- E) Require Employees to observe reasonable Employer rules and regulations;
- F) Determine when overtime shall be worked;
- G) Determine the qualifications of an Employee to perform work.

#### **SECTION 4.2**

Any of the rights, power or authority the Company had prior to the signing of this Agreement are retained by the Company, except those specifically abridged or modified by this Agreement and any supplemental Agreements that may hereafter be made. The Company's failure to exercise any function reserved to it shall not be deemed a waiver of any such rights.

### **ARTICLE 5 GRIEVANCE PROCEDURE**

#### **SECTION 5.1. INTENT**

For purpose of this Agreement, a grievance shall mean a claimed violation, misinterpretation, or misapplication of any provision of this Agreement, past practice or company policy as provided to them in writing, or the challenge of any disciplinary action taken against a Union Employee, except that this grievance procedure shall not be used for any action or order of removal of an Employee from working under the contract by the U.S. Government, or revocation of required CSO credentials by the USMS. In addition, it shall not apply to any action of the Company that is the Company's legal obligation under its contract with the U.S. Marshals Service or under Federal Acquisition Regulations. This provision is not intended to limit or prohibit the rights of any party to seek relief from other parties. In addition, the grievance procedures outlined herein shall not apply to any non-disciplinary situation where the Company is acting under the expressed directives of the U.S. Government, outside the control of the Company.

#### **SECTION 5.2. GENERAL PROVISIONS**

The number of days outlined in Section 5.3 in the processing and presentation of grievances shall establish the maximum time allowed for the presentation and processing of a grievance unless both parties mutually agree to an extension. The term "days" shall not include Saturdays, Sundays or holidays when used in this Article.

#### **SECTION 5.3. GRIEVANCE PROCEDURE**

All grievances shall be presented and processed in accordance with the following procedures: During the term of the Agreement, all disputes and grievances shall be settled by the Grievance Procedure provided herein. For the purpose of this Agreement, a grievance is defined as a difference of opinion between the Company and the Union regarding only the meaning or application of this Agreement, presented to the Company in writing within fourteen business (14) days after it occurred, or when the employee or Union became aware of it, or should have become aware of it.

For the purpose days shall refer to business days.

- A) **Informal Step** – The parties shall make their best efforts to resolve any dispute on an informal basis. Both the Company and the Union agree that the Employee will first discuss the complaint with their immediate

supervisor (not in the bargaining unit), within ten (10) working days of the incident occurred or should have known, If the formal procedure is not invoked within ten (10) working days of Employee's knowledge of the grievable issue, then it is agreed by both parties that no further action can be taken. If, during the course of this discussion either the Employee or the supervisor deems it desirable, a steward or other Union representative will be called in. If the complaint is not satisfactorily adjusted within three (3) working days of the meeting or the immediate supervisor is unavailable, it may be submitted in writing to the Contract Manager or designee in accordance to Step One. This step is not required.

- B) **Step One** – The Employee shall, not later than fourteen (14) days after the informal step has taken place or 14 days from the event to notify the Union, set forth the facts in writing, specifying the Article and paragraph allegedly violated. This shall be signed by the aggrieved Employee and the Steward / Representative, and shall be submitted to the Contract Manager or designee within the fourteen (14) day window. The Contract Manager or designee shall have ten (10) days from the date the grievance was presented to reply in writing with a copy to the aggrieved Employee and the Steward / Representative.
- C) **Step Two** – If the grievance is not settled in Step One, the grievance may be appealed in writing to the Company's Contract Manager or designee not later than fourteen (14) days from the denial by the Contract Manager or designee. The Contract Manager or designee will have fourteen (14) days from the date the grievance was presented to return a decision, in writing, with a copy to the aggrieved Employee and the Steward or union representative.

If requested, the designated manager will meet with the grievant(s) and/ or appropriate Union representative(s) for the purpose of reviewing the matter

The meeting shall be held on a mutually agreeable date within Fifteen (15) days following the request by the Union. A telephonic meeting will suffice to fulfill this obligation.

- D) **Grievance for Discipline** – Any grievance involving discharge or discipline may be commenced at Step One of this procedure. The written grievance shall be presented to the Contract Manager within fourteen (14) days after the occurrence.

#### SECTION 5.4. ARBITRATION PROCEDURE

Grievances processed in accordance with the requirements of Section 5.3 that remain unsettled may be processed to pre-arbitration by the Union, giving the Company's Director of Human Resources written notice of its desire to proceed to pre-arbitration not later than fifteen (15) days after rejection of the grievance in Step Two. Grievances which have been processed in accordance with the requirements of Section 5.3 which remain unsettled shall be processed in accordance with the following procedures and limitations:

**Pre-Arbitration Hearing** – The parties agree to hold a pre-arbitration hearing requiring a senior manager of the Company and the Union President (or designee) to meet telephonically or in person to make a final effort to settle the grievance before arbitration.

1. **Selection of an Arbitrator** – If the grievance is not settled at the pre-arbitration step, then within five (5) days after an unsuccessful pre-arbitration hearing. The Union may submit a request for arbitration. Within fifteen (15) days of receipt of the Union's written notice to proceed with arbitration, the Company and the Union will meet telephonically to jointly attempt to agree upon the selection of neutral arbitrator. If, within fifteen (15) days, the parties fail to agree upon the selection of an arbitrator, the Union will request the Federal Mediation and Conciliation Service (FMCS) to supply a list of seven (7) arbitrators. An arbitrator will be selected from the list supplied by FMCS by parties alternately striking from the list until one (1) name remains, and this individual shall be the arbitrator to hear the grievance. The fee for FMCS shall be shared equally among the parties. Without waiving any of the time limits herein, if the parties

mutually agree, they may select an arbitrator without use of the Federal Mediation and Conciliation Service.

2. **Decision of the Arbitrator** – The arbitrator shall commence the hearing at the earliest possible date. The decision of the arbitrator shall be final and binding upon the parties to the Agreement to the extent allowed by state and federal law. The award of such arbitrator shall be in writing and shall be final and binding upon the Company, the Union, and the employee or employees involved. The arbitrator shall consider and decide only the particular grievance presented in the written stipulation of the Company and the Union. The arbitrator's decision shall be used solely upon an interpretation of the provisions of this Agreement. The arbitrator shall not have the right to amend, take away, modify, add to, change or disregard any of the provisions of this Agreement. The parties to the case shall share equally the expense of the arbitrator, including the hearing room and transcript incurred with the arbitration. The transcript taken at the Arbitration Hearing will constitute the official record of the Hearing. The party or parties requesting the transcript shall incur the cost of the transcript. Neither party shall be required to purchase a copy of the transcript. The Company and the Union are only responsible for the wages and expenses of its own representatives and witnesses.
3. **Arbitration Expense** – The arbitrator's fees and expenses, including the cost of any hearing room, shall be shared equally between the Company and the Union, Each party to the arbitration will be responsible for its own expenses and compensation incurred in bringing any of its witness or other participants to the arbitration. Any other expenses, including transcript costs, shall be borne by the party incurring such expenses.
4. **Time Limits** – The decision of the arbitrator shall be rendered as soon as possible after the dispute has been submitted to him/her.

#### **SECTION 5.6 GENERAL APPLICABILITY**

The Union shall have the right to file a group grievance (class action) or grievances involving more than one (1) employee at the 1st Step of the grievance procedure.

#### **SECTION 5.7 INDIVIDUAL GRIEVANCES**

No individual without union approval may move a grievance to arbitration.

### **ARTICLE 6 DISCIPLINE**

#### **SECTION 6.1 GROUNDS FOR DISCIPLINE AND DISMISSAL**

After completion of probationary period, as specified in Section 2.5, no Employee shall be disciplined, suspended, or terminated without just cause, unless the Company is directed by the U.S. Government to be removed the Employee from working under the Employer's contract with the U.S. Government, or if the Employee's credentials are denied or terminated by the USMS, or in cases of gross misconduct by the employee. The Company's contract with the U.S. Government sets out performance standards for CSOs in Section C of the Contract between the Company and the USMS, and all employees are required to comply with these standards. Failure to do so may lead to disciplinary action. These performance standards, the USMS Deadly Force Standards and the US Title 18 Domestic Abuse and Violence policy will be issued to each Employee and must be signed by the Employee and may be updated by the Company each year.

## **SECTION 6.2.**

It is recognized and agreed between the parties that the Company must maintain and impose high standards of performance, quality of work and discipline for Employees because of the Employee's critical roles as limited Special Deputy U.S. Marshals protecting the U.S. Judicial Complex. Accordingly, it is stipulated and agreed that "just cause" is defined as the Company's determination that an Employee does not meet this high standard, so long as the Company does not exercise its discretion in a manner that is arbitrary, capricious, or without foundation. Just cause shall include, as an example, but without being limited to:

- (1) Failure to comply with the terms of this Agreement;
- (2) Failure to comply with any oral or written work rule promulgated by the U.S. Government or the Company pursuant to its management rights, not inconsistent with this Agreement;
- (3) Engaging in misconduct or failure to follow the reasonable instructions of a manager or supervisor;
- (4) Failure to perform as required by the Company.

## **SECTION 6.3.**

The Company may discipline Employees when necessary and may discharge those who fail to uphold U.S. Government or Company standards as described in 6.1(a) and 6.1(b) above. It is recognized by parties to this Agreement that progressive discipline shall be applied in dealing with Employees. However, it is also recognized that offenses may occur for which progressive discipline is not applicable (e.g. fraud, gross misconduct, theft, etc.). Disciplinary measures may vary depending on the seriousness of the matter and the past record of the Employee.

## **SECTION 6.4**

If Employee requests in writing, the company agrees to remove disciplinary action from their employee file after 12 months. The Company will not remove harassment discipline or final warnings.

## **SECTION 6.4. TIME LIMITS AND NOTIFICATION**

Each warning notice shall contain a place for the employee to sign to acknowledge receipt without admitting guilt.

## **ARTICLE 7 HOURS OF WORK AND OVERTIME**

### **SECTION 7.1 WORKDAY AND WORKWEEK**

For the purposes of this Article, a regular workweek of forty (40) hours of work, excluding lunch periods, shall constitute a normal full-time workweek for full-time Employees. Shifts shall be scheduled at the discretion of the Employer to fulfill the needs of the U.S. Government. Nothing contained herein shall guarantee to any employee any number of hours of work per day or week.

### **SECTION 7.2 OVERTIME**

An overtime rate of time and one-half (1½) of an Employee's base rate of pay (exclusive of health and welfare and other fringe additions to pay) shall be paid for all hours actually worked in excess of forty (40) hours in a work week. The Company will comply with all applicable State and Federal Laws concerning overtime.

Prearranged overtime is defined as work for which advance notice has been given by the end of the employee's preceding work period on a workday.

Emergency overtime is defined as any work for which advance notice had not been given by the end of the employee's preceding work period on a workday.

### **SECTION 7.3 OVERTIME REQUIREMENT**

If directed to work overtime and the seniority is not invoked due to shortness of notice to the Company, the Employee shall be required to do the work, unless the Employee is excused by the Company for good cause.

### **SECTION 7.4 OVERTIME DISTRIBUTION**

Overtime will be distributed as equitably and fairly as practicable among Employees regularly assigned to the particular work location (including shared position Employees), subject to the direction of USMS. Seniority shall be used in assignment of overtime (on a rotating schedule), except when the Employer is specifically directed by the U.S. Government to assign a particular Employee to work the overtime, or in situations dictated by availability of personnel and amount of notice given for overtime. The Employer will attempt to rectify inequalities through the future scheduling of overtime work. Upon request, the Company will make overtime records available to the Union.

### **SECTION 7.5 REST PERIODS**

There shall be two (2) fifteen (15) minute paid rest periods and one (1) thirty (30) minute unpaid lunch period for each eight (8) hour shift. These rest periods require that the Employee be properly relieved before leaving their post. One rest period shall be in the first half of the shift and the second rest period shall be in the last half of the shift. On occasion due to emergency work requirements, Employees may have to work through their unpaid lunch breaks and/or paid rest periods, and, if so, they will be compensated at the appropriate rate of pay. The Company recognizes the requirement to make its best efforts to provide regularly scheduled breaks. It is not the intent of the Company to avoid this requirement.

## **ARTICLE 8 WORK SHIFTS AND PAYMENT POLICIES**

### **SECTION 8.1 CALL-IN PAY**

An Employee called in to work will be guaranteed a minimum of four (4) hours of work, or if four (4) hours of work is not available, will be paid for a minimum of four (4) hours time.

### **SECTION 8.2 WAGE SCHEDULE**

The base rate of pay for Court Security Officers and Lead CSOs in all locations are described in Exhibit 1 of this Agreement;

### **SECTION 8.3 PAYDAY**

Payday for all hourly Employees will be after 11 a.m. on Friday following the two (2) week pay period ending on Saturday, subject to change by mutual agreement.

### **SECTION 8.4 UNDISPUTED ERROR**

In case of an undisputed pay error of one hour of work or more on the part of the company as to an Employee's rate of pay, proper adjustment will be made three (3) working days after the error has been brought in written form to the Company's attention.

## **SECTION 8.5 SHIFT DIFFERENTIAL**

Employees assigned to work between the hours of 1800 (6PM) to 0600 (6AM) shall receive an additional 5% of their base hourly rate.

## **SECTION 8.6 SHARED TIME PRORATION**

All proration of Shared Time employee hours will be based on hours paid.

## **ARTICLE 9 HOLIDAYS**

### **SECTION 9.1 HOLIDAYS DEFINED**

Whenever the term "holiday" is used, it shall mean:

New Years Day	Independence Day
Veterans Day	Columbus Day
Christmas Day	Labor Day
Thanksgiving Day	Martin Luther King Birthday
Memorial day	President's Day
Day after Thanksgiving	Good Friday
Employee's birthday	

(Employee must be taken with in 30 days of the employee's actual birthday and requested in writing by the employee 7 days in advance for the day off to be granted. Holiday pay will be paid when an employee does not take the day off)

### **SECTION 9.2 MISCELLANEOUS AND HOLIDAY PROVISIONS**

- A) The Employee will not be paid holiday pay if the Employee is laid off, or on an unpaid leave of absence on the working day before and after the day that the holiday occurs.
- B) Any full-time position Employee who is not required to work on a holiday shall be paid eight (8) hours straight time, exclusive of any shift premium for that holiday.
- C) Any full-time Employee who works as scheduled on a holiday shall receive the Employee's appropriate rate of pay for all hours worked, and in addition, shall receive eight (8) hours holiday pay at the straight time rate as described in B) above
- D) A shared position Employee who does not work on a holiday except Christmas and Thanksgiving (see 9.2 E) shall receive prorated holiday pay based on the number of actual hours the Employee paid during the two (2) week pay period in which the holiday occurs.
- E) Shared time employees shall be paid 8 hours holiday for Christmas and Thanksgiving.

- F) Any shared position Employee who works as scheduled on a holiday except Christmas and Thanksgiving shall receive the Employee's appropriate rate of pay for all hours worked, and in addition shall receive prorated holiday pay based on the number of actual hours the Employee was paid during the two (2) week pay period in which the holiday occurs.
- G) In the event that the Holiday falls on a weekend, the term "holiday" will refer to the day that the U.S. Government designates as the Holiday.

## **ARTICLE 10 VACATIONS**

### **SECTION 10.1 ELIGIBLE FULL-TIME EMPLOYEES**

Eligibility for vacation shall be based on Department of Labor (DOL) rules under the Service Contract Act. Eligible full-time Employees shall be entitled to annual vacation pay, based on their continuous years of service with the Employer (based on the Employee's anniversary date of employment) at their individual hourly rate of pay at the time payment is made in accordance with the following schedule:

Upon completion of 1 year service: eighty (80) hours

Upon completion of 5 years service: one hundred and twenty (120) hours

Upon completion of 10 years service: one hundred and sixty (160) hours

Upon completion of 15 years service: two hundred (200) hours

Upon completion of 20 years service: two hundred forty (240) hours

### **SECTION 10.2 ELIGIBLE SHARED POSITION EMPLOYEES**

- A) Eligible shared position employees shall be entitled to pro-rated vacation per the schedule contained in Section 10.1, based on: their continuous years of service, their individual hourly rate of pay, all hours including vacation, holidays, personal leave, the number of hours paid in previous year, and the employee's anniversary date.
- B) Any employee who works a full anniversary year, in part as a full-time position employee and in part as a shared position employee, shall receive prorated vacation benefits for that year as calculated in Section 10.2, part A (per the Service Contract Act)

### **SECTION 10.3 SCHEDULING VACATIONS**

Vacations, insofar as reasonably possible, shall be granted at the times most desired by the employee, after the employee's anniversary date. The assignment and approval of vacations is exclusively reserved for the Employer in order to ensure the efficient, continuous operation of the customer's facilities. Whenever scheduling conflict may occur, it shall be decided based on when the request was submitted, then company seniority.

### **SECTION 10.4 PAY OPTIONS**

Earned vacation pay shall be paid on the payday following the employee's return to the job after vacation.

### **SECTION 10.5 UNUSED VACATION**

Vacations shall not be cumulative from one year to the next. Any earned but unused vacation time remaining at the end of a year of service (based on employee's anniversary date of employment) shall be paid to the employee.

#### **SECTION 10.6 PAY IN LIEU OF VACATION LEAVE**

At anytime during the year, employees may request in writing to be paid for earned vacation pay in lieu of taking actual vacation leave.

#### **SECTION 10.7 TERMINATING EMPLOYEES**

Upon termination of employment, employees will be paid at their individual hourly rate for any vacation time earned as of their last anniversary date, but not used, as entitled by the Service Contract Act accrued vacation earned in the new anniversary year. First year employees are exempt.

#### **SECTION 10.8 VACATION – LAID OFF EMPLOYEES**

Length of service with the employer shall not accrue for the purposes of vacation benefits while an employee is on laid-off status.

#### **SECTION 10.9 VACATION INCREMENT**

Consistent with employer approval, efficiency and economy of operations, employees with two (2) or more weeks vacation may take their vacation in segments of less than one (1) week each.

#### **SECTION 10.10 VACATION AND PAID HOLIDAY**

If a paid holiday occurs while a full-time position employee is on a paid vacation leave, that employee will not be required to use vacation leave or be paid for vacation leave that day, but will be paid eight (8) hours holiday pay at their straight time rate of pay as described in Exhibit A

### **ARTICLE 11 LEAVE OF ABSENCE**

#### **SECTION 11.1 LIMITATIONS**

Personal leaves of absence for non-medical emergencies may be granted at the sole discretion of the Employer without loss of seniority to the employee. Such leaves, if granted, are not to exceed 30 days, unless a special extension is approved by the employer. An employee on any unpaid leave of absence will be required to use available vacation or personal leave time in full before beginning the unpaid leave. Length of service with the Employer shall not accrue for purposes of vacation, holiday, or other accrued benefits for any unpaid leave of absence over 30 days. The Employer will make every reasonable effort to maintain an employee's position while on a non-statutory unpaid leave of absence. It is acknowledged by the union that under the USMS CSO contract, the employer is not permitted to hire additional (reserve) or temporary employees to provide work coverage during employee absences. Unpaid leaves may be taken only within written approval of the employer, or in a case of verified personal emergency. Failure to report for scheduled shifts without employer permission will lead to disciplinary action.

Granting of Personal Leave of Absence will not be withheld by the employer without cause.

## **SECTION 11.2 PROCESSING UNPAID LEAVES OF ABSENCE**

The Employer will consider requests for unpaid leaves of absence and may grant them at its sole discretion. An unpaid leave of absence must be processed in the following manner:

A) All requests for unpaid leaves of absence shall be submitted in writing to the Lead CSO, Site Supervisor or Contract Manager at least ten (10) calendar days prior to the date that the leave will take effect, except in cases of verified personal emergencies, and shall include:

- (1) The reasons for such leave;
- (2) The effective dates of such leave;
- (3) The estimated date of return to work.

B) The written request for leave of absence shall be submitted to the Contract Manager by the Site Supervisor for final approval. If the request for the leave of absence is approved by the Contract Manager, a copy of the approved leave of absence will be given to the employee involved.

## **SECTION 11.3 MEDICAL LEAVE**

A) The Family and Medical Leave Act of 1993 (FMLA) is incorporated herein. The California Family Rights Act (CFRA) is incorporated herein.

B) The company agrees to honor the FMLA for all employees.

C) During medical leave, the employee shall be required to furnish a report from the doctor when requested periodically by the Employer. The employee will be required to use accrued vacation or personal leave time in full during the medical leave. Upon the expiration of said leave, the employee shall furnish the Employer with a statement, signed by the doctor, which establishes the fitness of the employee to return to the employee's previously held work. Any employee who is not able to return to work with a medical clearance from a licensed physician at the end of a maximum medical leave shall be terminated from employment.

D) If the employee files for medical leave on false pretext or works for another employer without pre-authorization from the company, the employee will be removed from the CSO program and from employment with Employer.

E) An unpaid sick leave requires a doctor's proof of illness. The Employer may require a physician's note after three (3) days of unpaid sick leave. The employee may not return to work without a physician's note if required. Failure to provide such documentation may also result in disciplinary action.

F) Employees may use the FMLA provision for the care of siblings.

## **SECTION 11.4 MILITARY LEAVE**

An employee of the company who is activated or drafted into any branch of the armed forces of the United States under the provisions of the Selective Service Act or the Reserve Forces Act shall be granted an unpaid military leave of absence, as required under the federal law, for the time spent in full-time active duty. The period of such leave shall be determined in accordance with applicable federal laws in effect at the same time of such leave. While on active duty, seniority will continue to be counted without any breaks. Benefits do not accrue while an employee is on military leave.

## **SECTION 11.5 UNION LEAVE**

A union officer or delegate will be granted an unpaid leave of absence upon written request for the purpose of attending Union conventions or other meetings of vital interest to the Union as long as staffing requirements permit. The maximum number of days given for union leave is not to exceed a total of five (5) days per contract year and the maximum number of union officers or delegates to be granted leave of absence at any one time is not to exceed two (2) employees per local union. Collective Bargaining Agreement negotiations are excluded from this provision.

## **SECTION 11.6 PERSONAL LEAVE**

Each employee shall be entitled to nine (9) days of paid personal leave per full contract year, all days made available each September 30<sup>th</sup>. Eight (8) hours of Personal leave may be used in one (1) hour increments. Any employee whose employment ends during the year shall have any personal days pro-rated based on the portion of the year that they were employed, and the appropriate amount added to or deducted from their final paycheck. Shared position employees will be eligible for half (½) the personal paid during the contract year, with their final entitlement pro-rated at year-end based on the number of hours paid during that contract year period. Personal Leave days may be scheduled with 5 days prior approval from the site supervisor, or in cases of personal emergencies or illness (which may require that verification of the emergency be provided to the site supervisor). This approval shall not be unreasonably withheld if the Employer believes it has adequate reserve staffing to meet its contract staffing requirements. Any unused portion of these personal days will be cashed out at the end of the contract year.

## **SECTION 11.7 GENERAL PROVISIONS**

Seniority shall accumulate during the period of any approved leave of absence subject to the provisions of this Agreement.

## **SECTION 11.8 JURY DUTY**

If an employee is called for jury duty or as a witness in work related, upon written notice that the employee has been summoned, the employer shall reimburse that employee up to five (5) days for each year, less all fees collected for serving, at a regular rate of base pay. This will be prorated for all shared time employees. Company shall compensate employee as a witness in work related.

## **SECTION 11.9 BEREAVEMENT LEAVE**

A) If it is necessary for an employee to lose time from work because of death in the immediate family, the employee shall be entitled a maximum of 10 days per year at the employee's appropriate straight-time rate of pay. This leave must be taken at the time of death in the family. It may be taken in 1 day increments

Immediate family is defined to mean an employee's spouse, father, mother, step-father, step-mother, brother, sister, children (including legally adopted children and/or stepchildren), father-in-law, mother-in-law, domestic partners, legal parent of Domestic Partner, uncle, aunt, grandparents, and grandchildren.

B) The Employer may require proof of the death for which an employee requests a paid leave.

## **ARTICLE 12 HEALTH, WELFARE AND UNIFORM ALLOWANCE**

### **SECTION 12.1 PAYMENT**

For the life of this Agreement, the Employer will make health and welfare payments to employees on all hours worked up to forty (40) hours per week, and up to a total of 2080 hours per contract year, as described in Exhibit 1.

#### **SECTION 12.2 UNIFORM MAINTENANCE**

Employees shall be paid a uniform maintenance allowance for each hour worked, up to 40 hours per week, for uniform maintenance as described in Exhibit 1 of \$0.25.

The company will provide USMS- required CSO uniform shoes.

#### **SECTION 12.3 UNIFORMS AND EQUIPMENT**

All uniforms and equipment as required shall be furnished by the Employer without cost to the employee. The Employer will determine its own requirements as to uniform and those items specifically required by the Employer will be furnished by it. The employer shall make its best efforts to obtain USMS approved suitable jackets and rain gear for each employee assigned to work in climate weather.

### **ARTICLE 13 MISCELLANEOUS PROVISIONS**

#### **SECTION 13.1 BULLETIN BOARD**

The Employer will make its best effort to obtain a space from the U.S. Government for ~~the Union to locate~~ a Union-provided bulletin board that will be used by the Union for posting notices of meetings, elections, appointments, recreational and social affairs, and other Union notices. The provision of these facilities is the prerogative of the U.S. Government, who owns and controls all worksite facilities.

#### **SECTION 13.2 PHYSICAL EXAMINATIONS**

- A. The Employer shall pay for all required physical/medical examination that is required by the Employer and the U.S. Government. The Employer has the right to choose the physician who will perform the physical exam.
- B. Physical/medical exams may be required by the U.S. Government contract, or should the Employer have concerns regarding an employee's fitness for duty. The Employer may designate the physician or clinic, at its discretion. Physical fitness is an important job requirement. Employees must pass the physical exam prescribed by the Employer's contract with the U.S. Government in order to be employed and to maintain employment.

#### **SECTION 13.3 TRAVEL EXPENSES**

The Company will provide advance payments for Company authorized and approved travel expenses if requested by an employee provided the employee give the Company 7 days advanced notice in writing. Any workday that includes travel and totals over twelve (12) hours may require the employee to stay overnight, and the appropriate per diem will be paid. All hours in travel up to a maximum of eight (8) per day will be counted as work hours, with the appropriate overtime wages provided for under this Agreement. Employees will be reimbursed for all authorized expenditures of any authorized travel within twenty (20) days from the day Employer receives the properly completed travel voucher and all required receipts.

#### **SECTION 13.4 BREAK ROOMS**

The Employer will make its best effort to obtain from the U.S. Government break rooms for CSOs for breaks and lunch, without management using the room as an office and will make its best effort to equip the room with water, refrigerator and microwave. The providing of these facilities is the prerogative of the U.S. Government.

#### **SECTION 13.5 LOCKERS**

The Employer will make its best effort to obtain lockers from the U.S. Government for the use of the CSOs. The providing of these facilities is the prerogative of the U.S. Government.

#### **SECTION 13.6 UNION MEETINGS**

Neither Union officials nor Union members shall, during working time (excluding break and lunch periods), solicit membership, receive applications, hold meeting of any kind for the transaction of Union business, or conduct any Union activity other than the handling of grievances as described in this Agreement. No employee may leave their post without permission from the Employer under any circumstances. No employee may be at any restricted or non-public areas when off duty.

#### **SECTION 13.7 TRAINING AND QUALIFICATIONS**

- a) The Company will provide and will pay the cost of all job related training and the registration fees of employees as required by the company, any federal, state, or local government agency which are necessary for the performance of duties assigned.
- b) Employees shall be provided reasonable time to re-qualify in any required testing as may be necessary to maintain their job classification but shall be in compliance with USMC.
- c) Employees shall be paid at straight-time rate for all training required by the Employer or mandated by law. As feasible all training will be conducted during regular scheduled work days.

### **ARTICLE 14 401 (K) PLAN**

#### **SECTION 14.1 401(K) PLAN**

The Company shall provide a 401(k) plan to which Court Security Officers are eligible to contribute, whether Union or Non-Union. At the direction of the individual employee, the company may deposit the Health and Welfare payment to the employee's 401(k) account. Employees shall be subject to the eligibility requirements and rules of the Plan.

### **ARTICLE 15 SAFETY**

## **SECTION 15.1 SAFETY POLICY**

It is the policy of the Company to make its best efforts to provide employees with places and conditions of employment that are free from or protected against occupational safety and health hazards. Under this Agreement all worksites and facilities are the property of the U.S. Government, who is responsible for the condition and safety of the worksite. The Company agrees to permit one (1) bargaining unit member selected by the Union to participate in any locally scheduled safety meetings.

## **SECTION 15.2 OSHA STANDARDS**

The Company will report any safety violations observed or reported to the Company in any U.S. Government provided CSO work locations and break rooms to appropriate agencies and the union

## **ARTICLE 16 CONTINUITY OF OPERATIONS**

### **SECTION 16.1 NO STRIKES**

- A. Both the Company and the Union agree that continuity of operations is of utmost importance to the Company's security operations. Therefore, so long as this Agreement is in effect, the Union and the Company agrees that there will be no strikes, lockouts, work stoppages, illegal picket lines, slowdowns, or secondary boycotts during the term of this Agreement. Both the Company and the Union agree that the Union will not cause, nor permit its members to cause, nor will any member of the Union take part in, any strike, including a sympathy strike, slowdown, stoppage of work, planned inefficiency, or any other curtailment of work or restriction or interference with the Employer's or U.S. Government's operations for any reason whatsoever. Nor will the Union authorize or sanction the same.
- B. Upon hearing of any unauthorized strike, slowdown, stoppage of work, planned inefficiency, or any curtailment of work or restriction or interference with the operation of the Employer, the union shall take affirmative action to avert or bring such activity to a prompt termination. Any employee who violates this provision may be immediately discharged. Furthermore, it is agreed and understood that in addition to other remedies, the provisions of this Article may be judicially enforced, including specific performance by way of injunctive relief.

### **SECTION 16.2 LOCKOUTS**

During the life of this Agreement, the Employer shall not lockout any employees covered in this Agreement.

## **ARTICLE 17 SEPARABILITY OF CONTRACT**

In the event that any provision of this Agreement shall at any time be declared invalid by any court of competent jurisdiction or through U.S. Government regulations or decree, such parties hereto agree to renegotiate such provision or provisions of this Agreement for the purpose of making them conform to the decree or U.S. Government statutes, so long as they shall remain legally effective. It is the express intention of the parties hereto that all other provisions not declared invalid shall remain in full force and effect.

**ARTICLE 18**  
**SERVICE CONTRACT PROCEDURES AND OBLIGATIONS**

The parties recognize that they are providing a service to the United States Government, which has the responsibility and authority for providing security to the judicial facilities. Express directives from the U.S. Government shall supersede all provisions of this Agreement, and are not subject to the grievance procedure. In the event that a U.S. Government directive necessitates a deviation from the obligations or procedures contained in this Agreement, the parties will confer with regard to the effects, if any, of the deviation necessitated by the U.S. Government's directive, with the goal of resolving the deviation.

**ARTICLE 19**  
**ENTIRE AGREEMENT**

The parties acknowledge that during the negotiation which resulted in the Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and all understandings and agreements reach by the parties are set forth in this Agreement. Therefore, the Company and the Union shall not be obligated to bargain collectively on any matter pertaining to conditions of employment, including but not limited to, rates of pay, wages, hours of work, disciplinary actions, training requirements, etc., during the term of this Agreement, except as specifically provided for in this Agreement.

**ARTICLE 20  
DURATION**

This Agreement shall be effective upon its execution by both parties, and supersedes any and all prior agreements or understandings between the parties.

The Agreement shall remain in force until 2400 hours on September 30, 2011 with the provision that should either party desire to terminate this Agreement or any provision thereof, it shall give written notice to the other party of not less than ninety-(90) days and not more than one hundred and eighty (180) days prior to the expiration. In the event such notice is given, the existing Agreement may be continued by mutual consent of both parties until a new Agreement is reached. This Agreement may also be changed or amended by agreement of both parties.

IN WITNESS WHEREOF, The parties have caused their representatives to sign this Agreement as full acknowledgement of their intention to be bound by the Agreement.

FOR:

Service Employees International Union, Local 24/7

BY:



TITLE:

Local President

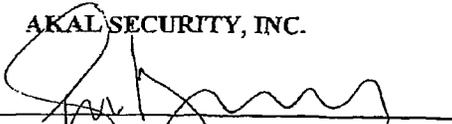
DATE:

August 22, 2008

FOR:

AKAL SECURITY, INC.

BY:



TITLE:

V.P. HR

DATE:

Aug/22/08

**EXHIBIT 1  
WAGE AND BENEFIT SCHEDULE**

Listed Below are the Wages and Benefits for the employees at the 9<sup>th</sup> Circuit for the Northern District of California, Service Employees International Union Local 24/7.

**BASE WAGES**

**Current**

(a) Court Security Officers	\$33.27	
(b) Lead Court Security Officers	\$35.04	
(c) San Francisco Lead**	\$35.92	Daytime Lead at 450 Golden Gate only
(d) Health & Welfare Allowance	\$3.20	Per Regular Hour Paid up to 40 per week
(e) Uniform Allowance	\$0.19	Per Regular Hour Worked up to 40 per week
(f) Pension	\$0.50	Per Regular Hour Worked up to 40 per week

**Effective October 1, 2008**

(a) Court Security Officers	\$36.20	
(b) Lead Court Security Officers	\$38.20	
(c) San Francisco Lead**	\$38.95	Daytime Lead at 450 Golden Gate only
(d) Health & Welfare Allowance	\$/hr	Per Regular Hour Paid up to 40 per week
(e) Uniform Allowance	\$0.25	Per Regular Hour Worked up to 40 per week
(f) Pension	\$0.60	Per Regular Hour Worked up to 40 per week

**Effective October 1, 2009**

(a) Court Security Officers	*/hr	
(b) Lead Court Security Officers	*/hr	
(c) San Francisco Lead**	*/hr	Daytime Lead at 450 Golden Gate only
(d) Health & Welfare Allowance	*/hr	Per Regular Hour Paid up to 40 per week
(e) Uniform Allowance	\$0.25	Per Regular Hour Worked up to 40 per week
(f) Pension	\$0.60	Per Regular Hour Worked up to 40 per week

**Effective October 1, 2010**

(a) Court Security Officers	*/hr	
(b) Lead Court Security Officers	*/hr	
(c) San Francisco Lead**	*/hr	Daytime Lead at 450 Golden Gate only
(d) Health & Welfare Allowance	*/hr	Per Regular Hour Paid up to 40 per week
(e) Uniform Allowance	\$0.25	Per Regular Hour Worked up to 40 per week
(f) Pension	\$0.60	Per Regular Hour Worked up to 40 per week

- \* The parties agree that either party may reopen negotiations for amendments to Appendix "A" Wages and Health and Welfare allowance at any time between May 1 and before June 1, for all years governed by this contract, by giving written notice to the other party. Any final agreement resulting from said negotiation shall be incorporate into the terms of this agreement. If the parties fail to reach agreement, the dispute shall be submitted to arbitration in accordance with Article 5 of this agreement. All provisions of this Agreement, including, but not limited to, Article 16, shall remain in force during the terms of the negotiations and any resulting arbitration, and for the remainder of the terms of this Agreement.
  
- \*\* The Union and the Company agree that the duties of the Daytime Lead at 450 Golden Gate warrant a premium

EXTENSION OF BRIDGE AGREEMENT  
BETWEEN

AKAL SECURITY, INC.  
AND  
UNITED STATES COURT SECURITY OFFICERS

REGARDING THE  
NORTHERN DISTRICT OF CALIFORNIA

IT IS AGREED between the United States Court Security Officers and Akal Security, Inc. that the Bridge Agreement signed 12/22/08 shall be extended through 9/30/10.

Wage and Health & Welfare rates beginning OCTOBER 1, 2009 shall be:

CSO	\$37.29/hour*
LCSO	\$39.29/hour*
LCSO	\$39.74/hour* (Day-tour LCSO 450 Golden Gate)
H&W	\$3.50/regular hour paid up to 40 per week

And is payable in cash to each individual employee.

IT IS ALSO AGREED, that SEC. 5.3 Grievance Procedure par: C) Step Two; Shall read....."the grievance may be appealed in writing to the Company's Human Resource Section....."

FOR USCSOs:

By: SR Langford  
 Name: STEVE LANGFORD  
 Title: PRESIDENT  
 Date: 8-20-09

FOR AKAL SECURITY, INC.

By: Sean J. Engelin  
 Name: SEAN J. ENGELIN  
 Title: DIRECTOR, LABOR RELATIONS  
 Date: 8/20/09

EXTENSION OF BRIDGE AGREEMENT  
BETWEEN

AKAL SECURITY, INC.  
AND  
UNITED STATES COURT SECURITY OFFICERS

REGARDING THE  
NORTHERN DISTRICT OF CALIFORNIA

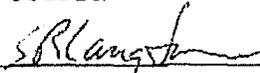
IT IS AGREED between the United States Court Security Officers and Akal Security, Inc. that the Bridge Agreement signed 12/22/08 shall be extended through 9/30/11.

Wage and Health & Welfare rates beginning OCTOBER 1, 2010 shall be:

CSO	\$39.43/hour*
LCSO	\$41.43/hour*
LCSO	\$41.88/hour* (Day-tour LCSO 450 Golden Gate)
H&W	\$3.50/regular hour paid up to 40 per week

And is payable in cash to each individual employee.

FOR USCSOs:

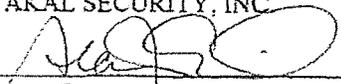
By: 

Name: STEPHEN R. LANGFORD

Title: PRESIDENT

Date: 9/17/10

FOR AKAL SECURITY, INC

By: 

Name: Sean J. Engelin

Title: Director, Labor Relations

Date: 9/17/10